

1 Robert W. Norman (SBN 025328)  
bnorman@houser-law.com  
2 Solomon S. Krotzer (SBN 027985)  
skrotzer@houser-law.com  
3 HOUSER & ALLISON, APC  
4 2929 N. Central Ave., Suite 1560  
Phoenix, Arizona 85012  
5 Phone: (480) 428-8370

6 Attorneys for Defendants Ocwen Loan Servicing, LLC, Mortgage Electronic  
7 Registration Systems, Inc., OneWest Bank, N.A. and Defendant/Counterclaimant/Third-  
8 Party Plaintiff Deutsche Bank National Trust Company As Trustee For Indymac Indx  
9 Mortgage Loan Trust 2005-AR14, Mortgage Pass-Through Certificates Series 2005-  
AR14

10 **IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA**

11 KATRINA PERKINS STEINBERGER,  
12 as Executor of the Estate of Charles A.  
Perkins, deceased, and individually,

13  
14 Plaintiff,

15 vs.

16 INDYMAC MORTGAGE SERVICES, a  
17 division of ONEWEST BANK, F.S.B., a  
Federally Chartered Savings Bank;  
18 DEUTSCHE BANK NATIONAL TRUST  
COMPANY, as Trustee of the INDYMAC  
19 INDX MORTGAGE LOAN TRUST  
20 2005-AR14; MORTGAGE  
ELECTRONIC REGISTRATION  
21 SYSTEMS, INC., a Delaware  
Corporation; OCWEN LOAN  
22 SERVICING, LLC, a Limited Liability  
23 Company; KEELEY KRISTINE SMITH,  
an Attorney licensed with the Arizona  
24 State Bar; JOHN AND JANE DOES 1-  
25 1000, XYZ CORPORATIONS 1-15; ABC  
LIMITIED LIABILITY COMPANIES 1-  
26 15; and 123 BANKING ASSOCIATIONS  
27 1-15,

28 Defendants.

Case No. 2:15-cv-00450-ROS

Hon. Roslyn O. Silver

**DEFENDANTS' ANSWER TO  
PLAINTIFF'S SECOND AMENDED  
COMPLAINT**

**AND**

**COUNTERCLAIM AND THIRD-  
PARTY COMPLAINT OF  
DEFENDANT DEUTSCHE BANK  
NATIONAL TRUST COMPANY, AS  
TRUSTEE FOR INDYMAC INDX  
MORTGAGE LOAN TRUST 2005-  
AR14, MORTGAGE PASS-  
THROUGH CERTIFICATES SERIES  
2005-AR14**

**(Judicial Foreclosure)**

1 DEUTSCHE BANK NATIONAL TRUST  
2 COMPANY, as Trustee for INDYMAC  
3 INDX MORTGAGE LOAN TRUST  
4 2005-AR14, MORTGAGE PASS-  
THROUGH CERTIFICATES SERIES  
2005-AR14,

5 Counterclaimant,

6 vs.

7 KATRINA PERKINS STEINBERGER, as  
8 Executor of the Estate of Charles A.  
Perkins, deceased, and individually,

9 Counterdefendants.  
10

11 DEUTSCHE BANK NATIONAL TRUST  
12 COMPANY, as Trustee for INDYMAC  
13 INDX MORTGAGE LOAN TRUST  
14 2005-AR14, MORTGAGE PASS-  
THROUGH CERTIFICATES SERIES  
15 2005-AR14,

16 Third-Party Plaintiff,

17 vs.

18 SAGUARO DESERT TRUST; KATRINA  
19 PERKINS STEINBERGER, as Executive  
Trustee of Saguaro Desert Trust; M&I  
20 MARSHALL & ILLSLEY BANK, a  
21 Wisconsin Banking Corporation;  
22 QUALITY LOAN SERVICE  
CORPORATION, a California  
23 Corporation; RANCHO ALTA VIDA  
HOMEOWNERS' ASSOCIATION, an  
24 Arizona Non-Profit Corporation; DOE  
25 INDIVIDUALS OR ENTITIES 1-10;  
26 UNKNOWN HEIRS AND DEVISEES  
OF CHARLES A. PERKINS,  
DECEASED.

27 Third-Party Defendants.  
28

1 Defendants, Ocwen Loan Servicing, LLC (“Ocwen”), OneWest Bank, N.A., f/k/a  
2 OneWest, F.S.B. (incorrectly named) (“OWB”), Deutsche Bank National Trust  
3 Company As Trustee For Indymac Indx Mortgage Loan Trust 2005-AR14, Mortgage  
4 Pass-Through Certificates Series 2005-AR14 (incorrectly named) (“Deutsche Bank as  
5 Trustee”) and Mortgage Electronic Registration Systems, Inc. (“MERS”) (collectively  
6 Defendants) hereby submit their Answer to Plaintiff’s Second Amended Complaint  
7 (“SAC”). Defendant Deutsche Bank as Trustee hereby asserts its counterclaim for  
8 judicial foreclosure against Plaintiff as set forth below.  
9

10  
11 Defendants generally object to the form of the allegations in the SAC, namely,  
12 that the majority of allegations are compound in nature, containing numerous allegations  
13 in a single sentence, making it difficult to admit or deny the specific allegations  
14 contained in each paragraph. Defendants further object to the form of the allegations in  
15 the SAC in that inappropriate commentary and conclusory statements are interspersed  
16 between the factual allegations.  
17

18 Defendants hereby affirmatively state that factual investigation into the  
19 allegations set forth in the SAC is ongoing, and Defendants reserve the right to  
20 supplement and/or amend this responsive pleading as more information comes to light.  
21

22 Defendants hereby affirmatively assert that unless specifically admitted to in this  
23 Answer, Defendants deny each and every allegation in Plaintiff’s SAC.

24 **DEFENDANTS’ ANSWER**

25  
26 1. Defendants are not challenging jurisdiction or venue in this Court, and  
27 hereby assert that the case has been properly removed. Defendants are without sufficient  
28 information upon which to form an opinion as to the truth or falsity of the remaining

1 allegations set forth in Paragraph 1 of Plaintiff's SAC and therefore any and all  
2 allegations in Paragraph 1 are denied on this basis.

3         2. Defendants are not challenging jurisdiction or venue in this Court, and  
4 hereby assert that the case has been properly removed. Defendants are without sufficient  
5 information upon which to form an opinion as to the truth or falsity of the remaining  
6 allegations set forth in Paragraph 2 of Plaintiff's SAC and therefore any and all  
7 allegations in Paragraph 2 are denied on this basis.

8  
9         3. Defendants admit that the loan documents list "IndyMac Bank, F.S.B., a  
10 federally chartered savings bank" as the defined term "Lender." Defendants are without  
11 sufficient information upon which to form an opinion as to the truth or falsity of the  
12 remaining allegations set forth in Paragraph 3 of Plaintiff's SAC and therefore any and  
13 all remaining allegations in Paragraph 3 are denied on this basis.

14  
15         4. Defendants are without sufficient information upon which to form an  
16 opinion as to the truth or falsity of the allegations set forth in Paragraph 4 of Plaintiff's  
17 SAC and therefore any and all allegations in Paragraph 4 are denied on this basis.

18  
19         5. Defendants are without sufficient information upon which to form an  
20 opinion as to the truth or falsity of the allegations set forth in Paragraph 5 of Plaintiff's  
21 SAC and therefore any and all allegations in Paragraph 5 are denied on this basis.

22  
23         6. Defendants asserts that Paragraph 6 does not contain any allegations  
24 pertaining to this lawsuit. To the extent there are, Defendants are without sufficient  
25 information upon which to form an opinion as to the truth or falsity of the remaining  
26 allegations set forth in Paragraph 6 of Plaintiff's SAC and therefore any and all  
27 remaining allegations in Paragraph 6 are denied on this basis.

1           7. Defendants hereby assert and allege that the allegation contained within  
2 Paragraph 7 contains a legal conclusion to which no response is required. To the extent  
3 a response is required, Defendants deny the allegations in Paragraph 7.

4           8. Defendants admit that OneWest Bank, N.A. was the prior servicer of the  
5 loan. Defendants deny the remaining allegations in Plaintiff's SAC.  
6

7           9. Defendants deny the allegations in Paragraph 9 of Plaintiff's SAC. By  
8 way of further answer and clarification, Deutsche Bank as Trustee is a limited purpose  
9 mortgage-backed security trust, organized under the laws of the United States to carry  
10 on the business of a limited purpose trust company.  
11

12           10. Defendants admit that MERS is a Delaware corporation. Defendants  
13 admit that MERS is listed as the "beneficiary" in the Deed of Trust. Defendants admit  
14 that the selectively quoted language in Paragraph 10 is located at Paragraph (E), Page 1  
15 of 12, on the Deed of Trust, and the Deed of Trust speaks for itself. Defendants deny  
16 any remaining allegations in Paragraph 10.  
17

18           11. Defendants admit that effective 12/01/2013 Ocwen became the servicer of  
19 Plaintiff's loan (Ocwen Loan # 7191961742, OneWest Loan No. 1005706559).  
20 Defendants deny any remaining allegations in Paragraph 11.  
21

22           12. Defendants hereby assert that Paragraph 12 does not apply to Defendants  
23 and therefore no response is required. To the extent a response is required, Defendants  
24 are without sufficient information upon which to form an opinion as to the truth or  
25 falsity of the allegations set forth in Paragraph 12 of Plaintiff's SAC and therefore any  
26 and all allegations in Paragraph 12 are denied on this basis.  
27  
28

1           13. Defendants hereby assert that no allegations are contained in Paragraph 13  
2 and therefore no response is required. Rather, Paragraph 13 is a statement of action  
3 Plaintiff intends to take in the future. To the extent a response is required, Defendants  
4 deny the allegations in Paragraph 13.

5  
6           14. Defendants hereby assert that nothing is being alleged against them in  
7 paragraph 14 and therefore no response is required. To the extent that a response is  
8 deemed required, Defendants deny the allegations in Paragraph 14.

9           15. Admit.

10  
11           16. Defendants are without sufficient information upon which to form an  
12 opinion as to the truth or falsity of the allegations set forth in Paragraph 16 of Plaintiff's  
13 SAC and therefore any and all allegations in Paragraph 16 are denied on this basis.

14           17. Defendants admit that the Note shows an initial principal balance of  
15 \$532,000, that the loan documents list "IndyMac Bank, F.S.B., a federally chartered  
16 savings bank" as the defined term "Lender," and that a copy of the Note is attached to  
17 Plaintiff's SAC. The remaining allegations in Paragraph 17 are denied.

18  
19           18. Defendants admit that the excerpts in Plaintiff's SAC are correctly taken  
20 from select portions of the loan documents at issue in this case. The loan documents  
21 speak for themselves. The remaining allegations in Paragraph 18 are denied.

22  
23           19. Defendants are without sufficient information upon which to form an  
24 opinion as to the truth or falsity of the allegations set forth in Paragraph 19 of Plaintiff's  
25 SAC and therefore any and all allegations in Paragraph 19 are denied on this basis.  
26 Further, the loan documents speak for themselves. The original Adjustable Rate Note  
27 and Deed of Trust are in possession of undersigned counsel and are available for  
28

1 inspection. The allegations attempting to interpret the loan documents in Paragraph 19  
2 are denied.

3 20. Defendants are without sufficient information upon which to form an  
4 opinion as to the truth or falsity of the allegations set forth in Paragraph 20 of Plaintiff's  
5 SAC and therefore any and all allegations in Paragraph 20 are denied on this basis.  
6

7 21. Defendants admit that the Deed of Trust contains the information as set  
8 forth in Paragraph 21 and was recorded with the Maricopa County Recorder's Office at  
9 Document No. 2005-0708046 on May 26, 2005. The Deed of Trust speaks for itself.  
10 The original Adjustable Rate Note and Deed of Trust are in possession of undersigned  
11 counsel and are available for inspection. Defendant denies the remaining allegations in  
12 Paragraph 21.  
13

14 22. Defendants admit that a copy of the Deed of Trust is attached to Plaintiff's  
15 SAC. Defendants deny the remaining allegations in Paragraph 22 as characterized.  
16

17 23. Defendants deny the allegations in Paragraph 23 of Plaintiff's SAC. By  
18 way of further answer and clarification, the Deed of Trust speaks for itself. The original  
19 Adjustable Rate Note and Deed of Trust are in possession of undersigned counsel and  
20 are available for inspection.  
21

22 24. Defendants admit that MIN # 100055401212933230 is associated with  
23 the Deed of Trust at issue in this case. Defendants deny the remaining allegations in  
24 Paragraph 24 of Plaintiff's SAC.  
25

26 25. Defendants deny and object to the allegations in Paragraph 25 as they  
27 appear to present a "split the note" type of argument, i.e., that the "splitting" of the  
28 Adjustable Rate Note and Deed of Trust at issue in this case somehow renders the

1 subject loan unsecured. The facts and allegations, as set forth in Paragraph 24, are  
2 intentionally misleading. The Deed of Trust follows the Adjustable Rate Note.  
3 Factually, Defendants admit that MERS did not take possession of the Adjustable Rate  
4 Note in this case, Defendants admit that MERS is not listed as a nominee, beneficiary,  
5 Lender, or Note Holder in the Adjustable Rate Note (as opposed to the Deed of Trust) at  
6 issue in this case. Defendants deny the remaining allegations in Paragraph 25.

8 26. Defendants deny the allegations in Paragraph 26 of Plaintiff's SAC. By  
9 way of further answer and clarification, the Deed of Trust speaks for itself and A.R.S. §  
10 33-801(1) speaks for itself. The original Adjustable Rate Note and Deed of Trust are in  
11 possession of undersigned counsel and are available for inspection.

13 27. Defendants deny the allegations in Paragraph 27. Defendants further  
14 assert that these allegations are irrelevant to the issues in this litigation.

15 28. Defendants deny the allegations in Paragraph 28 as characterized.  
16 Defendants further assert that these allegations are irrelevant to the issues in this  
17 litigation.

19 29. Defendants deny the allegations in Paragraph 29. By way of further  
20 answer and clarification, any and all MERS documents, to the extent they are authentic,  
21 speak for themselves. Defendants further assert that these allegations are irrelevant to  
22 the issues in this litigation.

24 30. Defendants are without sufficient information upon which to form an  
25 opinion as to the truth or falsity of the allegations set forth in Paragraph 30 of Plaintiff's  
26 SAC and therefore any and all allegations in Paragraph 30 are denied on this basis.  
27  
28



1 Defendants further assert that these allegations are irrelevant to the issues in this  
2 litigation.

3 31. Defendants admit that the Adjustable Rate Note is indorsed in blank, and  
4 the Adjustable Rate Note speaks for itself. The original Adjustable Rate Note and Deed  
5 of Trust are in possession of undersigned counsel and are available for inspection.  
6

7 32. Defendants are without sufficient information upon which to form an  
8 opinion as to the truth or falsity of the allegations set forth in Paragraph 32 of Plaintiff's  
9 SAC and therefore any and all allegations in Paragraph 32 are denied on this basis.  
10

11 33. Defendants deny the allegations in Paragraph 33 as characterized. By way  
12 of further answer and clarification, the Assignment of Deed of Trust speaks for itself.

13 34. Defendants are without sufficient information upon which to form an  
14 opinion as to the truth or falsity of the allegations set forth in Paragraph 34 of Plaintiff's  
15 SAC and therefore any and all allegations in Paragraph 34 are denied on this basis.  
16 Further, these documents speak for themselves.  
17

18 35. Defendants deny the allegations in Paragraph 35. By way of further  
19 answer and clarification, the PSA and related documents speak for themselves. By  
20 Plaintiff's admission the document is "over 170 pages long" and is complex.  
21

22 36. Defendants deny the allegations in Paragraph 36. By way of further  
23 answer and clarification, the PSA and related documents speak for themselves. By  
24 Plaintiff's admission the document is "over 170 pages long" and is complex.  
25

26 37. Defendants deny the allegations in Paragraph 37. By way of further  
27 answer and clarification, the PSA and related documents speak for themselves. By  
28 Plaintiff's admission the document is "over 170 pages long" and is complex.

1           38. Defendants deny the allegations in Paragraph 38. By way of further  
2 answer and clarification, the PSA and related documents speak for themselves. By  
3 Plaintiff's admission the document is "over 170 pages long" and is complex.

4           39. Defendants are without sufficient information upon which to form an  
5 opinion as to the truth or falsity of the allegations set forth in Paragraph 39 of Plaintiff's  
6 SAC and therefore any and all allegations in Paragraph 39 are denied on this basis.

8           40. Defendants deny the allegations in Paragraph 40. By way of further  
9 answer and clarification, the PSA and related documents speak for themselves. By  
10 Plaintiff's admission the document is "over 170 pages long" and is complex.

12           41. Defendants deny the allegations in Paragraph 41. By way of further  
13 answer and clarification, the PSA and related documents speak for themselves. By  
14 Plaintiff's admission the document is "over 170 pages long" and is complex.

15           42. Defendants deny the allegations in Paragraph 42 of Plaintiff's SAC. By  
16 way of further answer and clarification, the allegations mischaracterize and misinterpret  
17 discovery responses and the PSA. Further, the PSA and related documents speak for  
18 themselves. By Plaintiff's admission the document is "over 170 pages long" and is  
19 complex.  
20

21           43. Defendants deny the allegations in Paragraph 43. By way of further  
22 answer and clarification, the PSA and related documents speak for themselves.  
23

24           44. Defendants deny the allegations in Paragraph 44. By way of further  
25 answer and clarification, the PSA and related documents speak for themselves.  
26

27           45. Defendants deny the allegations in Paragraph 45. By way of further  
28 answer and clarification, the PSA and related documents speak for themselves.

1           46. Defendants deny the allegations in Paragraph 46. By way of further  
2 answer and clarification, the PSA and related documents speak for themselves.

3           47. The allegation contained in Paragraph 47 contains a legal conclusion to  
4 which no response is required. To the extent a response is required, Defendants deny.  
5 By way of further answer and clarification, the New York statute cited speaks for itself.  
6

7           48. Defendants deny the allegations in Paragraph 48.

8           49. Defendants assert that no response is required to Paragraph 49. To the  
9 extent a response is required, Defendants are without sufficient information upon which  
10 to form an opinion as to the truth or falsity of the allegations set forth in Paragraph 49 of  
11 Plaintiff's SAC and therefore any and all allegations in Paragraph 49 are denied on this  
12 basis.  
13

14           50. Defendants deny the allegations in Paragraph 50.

15           51. Defendants are without sufficient information upon which to form an  
16 opinion as to the truth or falsity of the allegations set forth in Paragraph 51 of Plaintiff's  
17 SAC and therefore any and all allegations in Paragraph 51 are denied on this basis.  
18

19           52. Defendants deny making any false statements. Defendants are without  
20 sufficient information upon which to form an opinion as to the truth or falsity of the  
21 remaining allegations set forth in Paragraph 52 of Plaintiff's SAC and therefore any and  
22 all remaining allegations in Paragraph 52 are denied on this basis.  
23

24           53. Defendants object to the term "cease to exist" and otherwise do not  
25 understand the allegations set forth in Paragraph 53 and therefore they are denied on this  
26 basis. Further, Defendants are without sufficient information upon which to form an  
27 opinion as to the truth or falsity of the remaining allegations set forth in Paragraph 53 of  
28

1 Plaintiff's SAC and therefore any and all allegations in Paragraph 53 are denied on this  
2 basis.

3 54. Defendants are without sufficient information upon which to form an  
4 opinion as to the truth or falsity of the allegations set forth in Paragraph 54 of Plaintiff's  
5 SAC and therefore any and all allegations in Paragraph 54 are denied on this basis.  
6

7 55. Defendants are without sufficient information upon which to form an  
8 opinion as to the truth or falsity of the allegations set forth in Paragraph 55 of Plaintiff's  
9 SAC and therefore any and all allegations in Paragraph 55 are denied on this basis.  
10

11 56. Defendants are without sufficient information upon which to form an  
12 opinion as to the truth or falsity of the allegations set forth in Paragraph 56 of Plaintiff's  
13 SAC and therefore any and all allegations in Paragraph 56 are denied on this basis.

14 57. Defendants admit that foreclosure proceedings were initiated. Defendants  
15 deny the remaining allegations in Plaintiff's SAC.  
16

17 58. Defendants are without sufficient information upon which to form an  
18 opinion as to the truth or falsity of the allegations set forth in Paragraph 58 of Plaintiff's  
19 SAC and therefore any and all allegations in Paragraph 58 are denied on this basis.  
20

21 59. Defendants are without sufficient information upon which to form an  
22 opinion as to the truth or falsity of the allegations set forth in Paragraph 59 of Plaintiff's  
23 SAC and therefore any and all allegations in Paragraph 59 are denied on this basis.

24 60. Defendants are without sufficient information upon which to form an  
25 opinion as to the truth or falsity of the allegations set forth in Paragraph 60 of Plaintiff's  
26 SAC and therefore any and all allegations in Paragraph 60 are denied on this basis.  
27  
28

1           61. Defendants are without sufficient information upon which to form an  
2 opinion as to the truth or falsity of the allegations set forth in Paragraph 61 of Plaintiff's  
3 SAC and therefore any and all allegations in Paragraph 61 are denied on this basis.

4           62. Defendants are without sufficient information upon which to form an  
5 opinion as to the truth or falsity of the allegations set forth in Paragraph 62 of Plaintiff's  
6 SAC and therefore any and all allegations in Paragraph 62 are denied on this basis.

7           63. Defendants are without sufficient information upon which to form an  
8 opinion as to the truth or falsity of the allegations set forth in Paragraph 63 of Plaintiff's  
9 SAC and therefore any and all allegations in Paragraph 63 are denied on this basis.  
10

11           64. Defendants are without sufficient information upon which to form an  
12 opinion as to the truth or falsity of the allegations set forth in Paragraph 64 of Plaintiff's  
13 SAC and therefore any and all allegations in Paragraph 64 are denied on this basis.  
14

15           65. Defendants are without sufficient information upon which to form an  
16 opinion as to the truth or falsity of the allegations set forth in Paragraph 65 of Plaintiff's  
17 SAC and therefore any and all allegations in Paragraph 65 are denied on this basis.  
18

19           66. Defendants are without sufficient information upon which to form an  
20 opinion as to the truth or falsity of the allegations set forth in Paragraph 66 of Plaintiff's  
21 SAC and therefore any and all allegations in Paragraph 66 are denied on this basis.  
22

23           67. Defendants are without sufficient information upon which to form an  
24 opinion as to the truth or falsity of the allegations set forth in Paragraph 67 of Plaintiff's  
25 SAC and therefore any and all allegations in Paragraph 67 are denied on this basis.  
26

1           68. Defendants are without sufficient information upon which to form an  
2 opinion as to the truth or falsity of the allegations set forth in Paragraph 68 of Plaintiff's  
3 SAC and therefore any and all allegations in Paragraph 68 are denied on this basis.

4           69. Defendants deny the allegations in Paragraph 69.

5  
6           70. Defendants are without sufficient information upon which to form an  
7 opinion as to the truth or falsity of the allegations set forth in Paragraph 70 of Plaintiff's  
8 SAC and therefore any and all allegations in Paragraph 70 are denied on this basis.

9           71. Defendants are without sufficient information upon which to form an  
10 opinion as to the truth or falsity of the allegations set forth in Paragraph 71 of Plaintiff's  
11 SAC and therefore any and all allegations in Paragraph 71 are denied on this basis.

12           72. Defendants are without sufficient information upon which to form an  
13 opinion as to the truth or falsity of the allegations set forth in Paragraph 72 of Plaintiff's  
14 SAC and therefore any and all allegations in Paragraph 72 are denied on this basis.

15  
16           73. Defendants are without sufficient information upon which to form an  
17 opinion as to the truth or falsity of the allegations set forth in Paragraph 73 of Plaintiff's  
18 SAC and therefore any and all allegations in Paragraph 73 are denied on this basis.

19  
20           74. Defendants are without sufficient information upon which to form an  
21 opinion as to the truth or falsity of the allegations set forth in Paragraph 74 of Plaintiff's  
22 SAC and therefore any and all allegations in Paragraph 74 are denied on this basis.

23  
24           75. Defendants are without sufficient information upon which to form an  
25 opinion as to the truth or falsity of the allegations set forth in Paragraph 75 of Plaintiff's  
26 SAC and therefore any and all allegations in Paragraph 75 are denied on this basis.

1           76. Defendants are without sufficient information upon which to form an  
2 opinion as to the truth or falsity of the allegations set forth in Paragraph 76 of Plaintiff's  
3 SAC and therefore any and all allegations in Paragraph 76 are denied on this basis.

4           77. Defendants are without sufficient information upon which to form an  
5 opinion as to the truth or falsity of the allegations set forth in Paragraph 77 of Plaintiff's  
6 SAC and therefore any and all allegations in Paragraph 77 are denied on this basis.

7           78. Defendants are without sufficient information upon which to form an  
8 opinion as to the truth or falsity of the allegations set forth in Paragraph 78 of Plaintiff's  
9 SAC and therefore any and all allegations in Paragraph 78 are denied on this basis.  
10

11           79. Defendants are without sufficient information upon which to form an  
12 opinion as to the truth or falsity of the allegations set forth in Paragraph 79 of Plaintiff's  
13 SAC and therefore any and all allegations in Paragraph 79 are denied on this basis.  
14

15           80. Defendants are without sufficient information upon which to form an  
16 opinion as to the truth or falsity of the allegations set forth in Paragraph 80 of Plaintiff's  
17 SAC and therefore any and all allegations in Paragraph 80 are denied on this basis.  
18

19           81. Defendants are without sufficient information upon which to form an  
20 opinion as to the truth or falsity of the allegations set forth in Paragraph 81 of Plaintiff's  
21 SAC and therefore any and all allegations in Paragraph 81 are denied on this basis.  
22

23           82. Defendants are without sufficient information upon which to form an  
24 opinion as to the truth or falsity of the allegations set forth in Paragraph 82 of Plaintiff's  
25 SAC and therefore any and all allegations in Paragraph 82 are denied on this basis.  
26

1           83. Defendants are without sufficient information upon which to form an  
2 opinion as to the truth or falsity of the allegations set forth in Paragraph 83 of Plaintiff's  
3 SAC and therefore any and all allegations in Paragraph 83 are denied on this basis.

4           84. Defendants deny the allegations in Paragraph 84.

5           85. Defendants deny the allegations in Paragraph 85.

6           86. Defendants are without sufficient information upon which to form an  
7 opinion as to the truth or falsity of the allegations set forth in Paragraph 86 of Plaintiff's  
8 SAC and therefore any and all allegations in Paragraph 86 are denied on this basis.

9           87. Admit.

10           88. Defendants are without sufficient information upon which to form an  
11 opinion as to the truth or falsity of the allegations set forth in Paragraph 88 of Plaintiff's  
12 SAC and therefore any and all allegations in Paragraph 88 are denied on this basis.

13           89. Defendants are without sufficient information upon which to form an  
14 opinion as to the truth or falsity of the allegations set forth in Paragraph 89 of Plaintiff's  
15 SAC and therefore any and all allegations in Paragraph 89 are denied on this basis.

16           90. Defendants deny the allegations in Paragraph 90.

17           91. Defendants deny the allegations in Paragraph 91 as characterized.

18           92. Defendants deny the allegations in Paragraph 92 as characterized.

19           93. Defendants admit that the Adjustable Rate Note is indorsed in blank, and  
20 the Adjustable Rate Note speaks for itself. The original Adjustable Rate Note and Deed  
21 of Trust are in possession of undersigned counsel and are available for inspection.

22           94. Defendants deny the allegations in Paragraph 94 as characterized.



1           95. Defendants deny the allegations in Paragraph 95 as characterized. Further,  
2 portions of Paragraph 95 contain legal conclusions and speculation, and Defendants are  
3 not required to respond.

4           96. Defendants deny the allegations in Paragraph 96.

5           97. Defendants deny the allegations in Paragraph 97.

6           98. Defendants deny the allegations in Paragraph 98.

7           99. Defendants deny the allegations in Paragraph 99.

8           100. Defendants deny the allegations in Paragraph 100 as characterized.

9           101. Defendants deny the allegations in Paragraph 101.

10           102. Defendants deny the allegations in Paragraph 102 as characterized.

11           103. Defendants deny the allegations in Paragraph 103 as characterized.

12           104. Defendants deny the allegations in Paragraph 104.

13           105. Defendants deny the allegations in Paragraph 105.

14           106. Defendants deny the allegations in Paragraph 106.

15           107. Defendants deny the allegations in Paragraph 107.

16           108. Defendants deny the allegations in Paragraph 108.

17           109. Defendants deny the allegations in Paragraph 109 as characterized.

18           110. Defendants admit that the Notice of Trustee's Sale, which speaks for itself,  
19 was recorded on February 17, 2009, setting a sale date for May 19, 2009. Defendants  
20 admit that a copy is attached to Plaintiff's SAC. The remaining allegations in Paragraph  
21 110 are denied.

22           111. Defendants deny the allegations in Paragraph 111.

23           112. Defendants deny the allegations in Paragraph 112.

1 113. Defendants deny the allegations in Paragraph 113.

2 114. Defendants deny the allegations in Paragraph 114.

3 115. Defendants deny the allegations in Paragraph 115.

4 116. Defendants deny the allegations in Paragraph 116.

5 117. Defendants deny the allegations in Paragraph 117.

6 118. Defendants admit that a Debt Validation Notice was sent on or around  
7 February 20, 2009. Defendants deny the remaining allegations in Paragraph 118.  
8

9 119. Defendants deny the allegations in Paragraph 119.

10 120. Defendants deny the allegations in Paragraph 120.

11 121. Defendants deny the allegations in Paragraph 121.

12 122. Defendants are without sufficient information upon which to form an  
13 opinion as to the truth or falsity of the allegations set forth in Paragraph 122 of  
14 Plaintiff's SAC and therefore any and all allegations in Paragraph 122 are denied on this  
15 basis.  
16

17 123. Defendants deny the allegations in Paragraph 123.

18 124. Defendants deny the allegations in Paragraph 124.

19 125. Defendants deny the allegations in Paragraph 125 as characterized.

20 126. Defendants deny the allegations in Paragraph 126.

21 127. Defendants deny the allegations in Paragraph 127.

22 128. Defendants are without sufficient information upon which to form an  
23 opinion as to the truth or falsity of the allegations set forth in Paragraph 128 of  
24 Plaintiff's SAC and therefore any and all allegations in Paragraph 128 are denied on this  
25 basis.  
26  
27  
28

1           129. Defendants are without sufficient information upon which to form an  
2 opinion as to the truth or falsity of the allegations set forth in Paragraph 129 of  
3 Plaintiff's SAC and therefore any and all allegations in Paragraph 129 are denied on this  
4 basis.

5           130. Admit.

6           131. Defendants admit that Plaintiff filed a Special Action. The record speaks  
7 for itself.  
8

9           132. Defendants deny the allegations in Paragraph 132 as characterized.

10           133. Defendants deny the allegations in Paragraph 133 as characterized.

11           134. Deny. By way of further answer and clarification, the Court of Appeals  
12 also affirmed the fraud-based claims (Counts Six, Seven and Eight) and injunctive relief  
13 (Count Two).  
14

15           135. Defendants deny the allegations in Paragraph 135 as characterized.

16           136. Defendants deny the allegations in Paragraph 136. The Assignment of  
17 Deed of Trust speaks for itself.  
18

19           137. Defendants deny the allegations in Paragraph 137.

20           138. Defendants deny the allegations in Paragraph 138. The Assignment of  
21 Deed of Trust speaks for itself.  
22

23           139. Defendants deny the allegations in Paragraph 139.

24           140. Defendants deny the allegations in Paragraph 140.

25           141. Defendants deny the allegations in Paragraph 141. The document speaks  
26 for itself.  
27

28           142. Defendants deny the allegations in Paragraph 142.

1           143. Defendants deny the allegations in Paragraph 143.

2           144. Defendants deny the allegations in Paragraph 144.

3           145. Defendants deny the allegations in Paragraph 145. By way of further  
4 answer and clarification, Deutsche Bank as Trustee is the owner of the Note and Deed of  
5 Trust (see counterclaim, below).  
6

7           146. Defendants deny the allegations in Paragraph 146. By way of further  
8 answer and clarification, undersigned counsel is in possession of the original Adjustable  
9 Rate Note on behalf of Defendant Deutsche Bank as Trustee.  
10

11           147. Defendants deny the allegations in Paragraph 147.

12           148. Defendants do not understand the allegations in Paragraph 148 and  
13 therefore all allegations are denied.

14           149. Defendants assert that Paragraph 149 does not contain any allegations, and  
15 therefore no response is required. To the extent a response is required, Defendants deny.  
16

17           150. Defendants deny the allegations in Paragraph 150. By way of further  
18 answer and clarification, Deutsche Bank as Trustee is the owner of the Adjustable Rate  
19 Note (see counterclaim, below).  
20

21           151. Defendants deny the allegations in Paragraph 151. Further, the statutes  
22 referenced and loan documents speak for themselves.

23           152. Defendants deny the allegations in Paragraph 152 as characterized.

24           153. Defendants deny the allegations in Paragraph 153. By way of further  
25 answer and explanation, the Master Purchase Agreement and related documents speak  
26 for themselves.  
27  
28

1           154. Defendants deny the allegations in Paragraph 154. By way of further  
2 answer and explanation, the Master Purchase Agreement and related documents speak  
3 for themselves.

4           155. Defendants deny the allegations in Paragraph 155. By way of further  
5 answer and explanation, the Master Purchase Agreement and related documents speak  
6 for themselves.

7           156. Defendants deny the allegations in Paragraph 156. By way of further  
8 answer and explanation, the Shared Loss Agreement and related documents speak for  
9 themselves.  
10

11           157. Defendants deny the allegations in Paragraph 157. By way of further  
12 answer and explanation, the Shared Loss Agreement and related documents speak for  
13 themselves.  
14

15           158. Defendants deny the allegations in Paragraph 158. By way of further  
16 answer and explanation, the Servicing Agreement and related documents speak for  
17 themselves.  
18

19           159. Defendants deny the allegations in Paragraph 159. By way of further  
20 answer and explanation, the Servicing Agreement and related documents speak for  
21 themselves.  
22

23           160. Defendants deny the allegations in Paragraph 160. By way of further  
24 answer and explanation, the Servicing Agreement and related documents speak for  
25 themselves.  
26

27           161. Admit.

28           162. Admit.

1           163. Defendants deny the allegations in Paragraph 163.

2           164. Defendants deny the allegations in Paragraph 164.

3           165. Defendants deny the allegations in Paragraph 165.

4           166. Defendants deny the allegations in Paragraph 166.

5  
6           167. The allegation in Paragraph 167 is a legal conclusion and no response is  
7 required.

8           168. Defendants assert that nothing is being alleged against it in Paragraph 168  
9 and therefore no response is required. To the extent that a response is deemed required,  
10 Defendants deny the allegations in Paragraph 168.  
11

12           169. Defendants assert that nothing is being alleged against it in Paragraph 169  
13 and therefore no response is required. To the extent that a response is deemed required,  
14 Defendants deny the allegations in Paragraph 169.  
15

16           170. Defendants deny the allegations in Paragraph 170. By way of further  
17 answer and clarification, the Adjustable Rate Note speaks for itself.

18           171. Defendants deny the allegations in Paragraph 171. By way of further  
19 answer and clarification, the Deed of Trust speaks for itself.  
20

21           172. Defendants deny the allegations in Paragraph 172. By way of further  
22 answer and clarification, the "Arizona statutes" (whatever they may be) speak for  
23 themselves.

24           173. Defendants deny the allegations in Paragraph 173. By way of further  
25 answer and clarification, the Deed of Trust speaks for itself.  
26

27           174. Defendants deny the allegations in Paragraph 174. By way of further  
28 answer and clarification, the Adjustable Rate Note speaks for itself. Defendant Deutsche

1 Bank as Trustee hereby asserts that it has taken possession of the Adjustable Rate Note  
2 and is entitled to receive payments (see counterclaim, below).

3 175. Defendants deny the allegations in Paragraph 175.

4 176. Defendants deny the allegations in Paragraph 176. The loan documents  
5 speak for themselves.  
6

7 177. Paragraph 177 contains a legal conclusion and no response is required.  
8 Defendants deny any wrongdoing with respect to the foreclosure process.

9 178. Defendants assert that nothing is being alleged against them in Paragraph  
10 178 and therefore no response is required. To the extent that a response is deemed  
11 required, Defendants deny the allegations in Paragraph 178.  
12

13 179. Defendants assert that nothing is being alleged against them in Paragraph  
14 179 and therefore no response is required. To the extent that a response is deemed  
15 required, Defendants deny the allegations in Paragraph 179. By way of further answer  
16 and clarification, Defendant Deutsche Bank as Trustee has standing to enforce the  
17 Adjustable Rate Note and Deed of Trust.  
18

19 180. Defendants assert that nothing is being alleged against them in Paragraph  
20 180 and therefore no response is required. To the extent that a response is deemed  
21 required, Defendants deny the allegations in Paragraph 180.  
22

23 181. Defendants assert that nothing is being alleged against them in Paragraph  
24 181 and therefore no response is required. To the extent that a response is deemed  
25 required, Defendants deny the allegations in Paragraph 181.  
26

27 182. Defendants deny the allegations in Paragraph 182 of Plaintiff's SAC.

28 183. Defendants deny the allegations in Paragraph 183. By way of further

1 answer and clarification the “split the note” arguments have been repeatedly rejected by  
2 courts across the country.<sup>1</sup>

3 184. Defendants deny the allegations in Paragraph 184. By way of further  
4 answer and clarification the “split the note” arguments have been repeatedly rejected by  
5 courts across the country.<sup>2</sup>  
6

7 185. Defendants deny the allegations in Paragraph 185 of Plaintiff’s SAC.

8 186. Defendants deny the allegations in Paragraph 186 of Plaintiff’s SAC.

9 187. Defendants deny the allegations in Paragraph 187 of Plaintiff’s SAC.

10 188. Defendants deny the allegations in Paragraph 188 of Plaintiff’s SAC.

11 189. Defendants deny the allegations in Paragraph 189 of Plaintiff’s SAC.

12 190. Defendants deny the allegations in Paragraph 190 of Plaintiff’s SAC.

13 191. Defendants deny the allegations in Paragraph 191. By way of further  
14 answer and clarification the “split the note” arguments have been repeatedly rejected by  
15 courts across the country.<sup>3</sup>  
16

17 192. Defendants deny the allegations in Paragraph 192. By way of further  
18 answer and clarification the “split the note” arguments have been repeatedly rejected by  
19 courts across the country.<sup>4</sup>  
20

21 193. Defendants deny the allegations in Paragraph 193. By way of further  
22 answer and clarification the “split the note” arguments have been repeatedly rejected by  
23 courts across the country.<sup>5</sup>  
24

25  
26  
27 <sup>1</sup> See, e.g. *In re Mortgage Electronic Registration Systems, Inc. (MDL)*, 744 F. Supp. 2d 1018, 1027 (D. Ariz. 2010).

28 <sup>2</sup> *Id.*

<sup>3</sup> *Id.*

<sup>4</sup> *Id.*

<sup>5</sup> *Id.*



1           194. Defendants deny the allegations in Paragraph 194. By way of further  
2 answer and clarification the “split the note” arguments have been repeatedly rejected by  
3 courts across the country.<sup>6</sup>

4           195. Defendants deny the allegations in Paragraph 195. By way of further  
5 answer and clarification the “split the note” arguments have been repeatedly rejected by  
6 courts across the country.<sup>7</sup>

8           196. Defendants deny the allegations in Paragraph 196 of Plaintiff’s SAC. By  
9 way of further answer and clarification, Defendant Deutsche Bank as Trustee has  
10 standing (see counterclaim, below).

11           197. Defendants admit that the holder of the Adjustable Rate Note may enforce  
12 the terms of the Adjustable Rate Note. Here, the holder is Deutsche Bank as Trustee  
13 (see counterclaim, below).

14           198. Defendants deny the allegations in Paragraph 198. By way of further  
15 answer and clarification the “split the note” arguments have been repeatedly rejected by  
16 courts across the country.<sup>8</sup>

17           199. Defendants deny the allegations in Paragraph 199. By way of further  
18 answer and clarification the “split the note” arguments have been repeatedly rejected by  
19 courts across the country.<sup>9</sup>

20           200. Defendants deny the allegations in Paragraph 200 of Plaintiff’s SAC.

21           201. Defendants assert that nothing is being alleged against it in Paragraph 201  
22 and therefore no response is required. To the extent that a response is deemed required,  
23  
24  
25  
26

---

27 <sup>6</sup> *Id.*

28 <sup>7</sup> *Id.*

<sup>8</sup> *Id.*

<sup>9</sup> *Id.*

1 Defendants deny the allegations in Paragraph 201.

2 202. Defendants assert that nothing is being alleged against it in Paragraph 202  
3 and therefore no response is required. To the extent that a response is deemed required,  
4 Defendants deny the allegations in Paragraph 202.

5 203. Defendants assert that nothing is being alleged against it in Paragraph 203  
6 and therefore no response is required. To the extent that a response is deemed required,  
7 Defendants deny the allegations in Paragraph 203.

8 204. Defendants assert that nothing is being alleged against it in Paragraph 204  
9 and therefore no response is required. To the extent that a response is deemed required,  
10 Defendants deny the allegations in Paragraph 204.

11 205. Defendants assert that nothing is being alleged against it in Paragraph 205  
12 and therefore no response is required. To the extent that a response is deemed required,  
13 Defendants deny the allegations in Paragraph 205.

14 206. Defendants assert that nothing is being alleged against it in Paragraph 206  
15 and therefore no response is required. To the extent that a response is deemed required,  
16 Defendants deny the allegations in Paragraph 206.

17 207. Defendants deny the allegations in Paragraph 207 as stated.

18 208. Defendants deny the allegations in Paragraph 208 of Plaintiff's SAC.

19 209. Defendants deny the allegations in Paragraph 209 of Plaintiff's SAC.

20 210. Defendants deny the allegations in Paragraph 210 of Plaintiff's SAC.

21 211. Defendants deny the allegations in Paragraph 211 of Plaintiff's SAC.

22 212. Defendants deny the allegations in Paragraph 212 of Plaintiff's SAC.

23 213. Defendants assert that nothing is being alleged against it in Paragraph 213

1 and therefore no response is required. To the extent that a response is deemed required,  
2 Defendants deny the allegations in Paragraph 213.

3 214. Defendants assert that nothing is being alleged against it in Paragraph 214  
4 and therefore no response is required. To the extent that a response is deemed required,  
5 Defendants deny the allegations in Paragraph 214.  
6

7 215. Defendants assert that Paragraph 215 contains pure legal conclusions and  
8 therefore no response is required. Defendants deny any wrongdoing.

9 216. Defendants assert that Paragraph 216 contains pure legal conclusions and  
10 therefore no response is required. Defendants deny any wrongdoing.  
11

12 217. Defendants assert that Paragraph 217 contains pure legal conclusions and  
13 therefore no response is required. Defendants deny any wrongdoing.

14 218. Defendants assert that Paragraph 218 contains pure legal conclusions and  
15 therefore no response is required. Defendants deny any wrongdoing.  
16

17 219. Defendants deny the allegations in Paragraph 219 of Plaintiff's SAC.

18 220. Defendants deny the allegations in Paragraph 220 of Plaintiff's SAC.

19 221. Defendants object to the compound nature of Paragraph 221. Defendants  
20 deny the allegations in Paragraph 221 of Plaintiff's SAC.  
21

22 222. Defendants deny the allegations in Paragraph 222 of Plaintiff's SAC.

23 223. Defendants deny the allegations in Paragraph 223 of Plaintiff's SAC to the  
24 extent Paragraph 223 sets forth that Plaintiff is entitle to recover attorneys' fees in this  
25 action.  
26

27 224. Defendants assert that nothing is being alleged against it in Paragraph 224  
28 and therefore no response is required. To the extent that a response is deemed required,

1 Defendants deny the allegations in Paragraph 224.

2 225. Admit.

3 226. Defendants deny the allegations in Paragraph 226. The Adjustable Rate  
4 Note speaks for itself.

5 227. Defendants deny the allegations in Paragraph 227.

6 228. Defendants deny the allegations in Paragraph 228.

7 229. Defendants deny the allegations in Paragraph 229.

8 230. Defendants deny the allegations in Paragraph 230.

9 231. Defendants deny the allegations in Paragraph 231.

10 232. Defendants deny the allegations in Paragraph 232.

11 233. Defendants deny the allegations in Paragraph 233.

12 234. Defendants deny the allegations in Paragraph 234.

13 235. Defendants deny the allegations in Paragraph 235.

14 236. Defendants deny the allegations in Paragraph 236.

15 237. Defendants deny the allegations in Paragraph 237.

16 238. Defendants assert that nothing is being alleged against it in Paragraph 238  
17 and therefore no response is required. To the extent that a response is deemed required,  
18 Defendants deny the allegations in Paragraph 238.

19 239. Defendants assert that nothing is being alleged against it in Paragraph 239  
20 and therefore no response is required. To the extent that a response is deemed required,  
21 Defendants deny the allegations in Paragraph 239.

1           240. Defendants assert that nothing is being alleged against it in Paragraph 240  
2 and therefore no response is required. To the extent that a response is deemed required,  
3 Defendants deny the allegations in Paragraph 240.

4           241. Defendants are without sufficient information upon which to form an  
5 opinion as to the truth or falsity of the remaining allegations set forth in Paragraph 241  
6 of Plaintiffs' SAC and therefore any and all remaining allegations in Paragraph 241 are  
7 denied on this basis.  
8

9           242. Defendants deny the allegations in Paragraph 242.

10          243. Defendants deny the allegations in Paragraph 243.

11          244. Defendants deny the allegations in Paragraph 244.

12          245. Defendants deny the allegations in Paragraph 245.

13          246. Defendants deny the allegations in Paragraph 246.

14          247. Defendants deny the allegations in Paragraph 247.

15          248. Defendants deny the allegations in Paragraph 248.

16          249. Defendants deny the allegations in Paragraph 249.

17          250. Defendants deny the allegations in Paragraph 250.

18          251. Defendants deny the allegations in Paragraph 251.

19          252. Defendants deny the allegations in Paragraph 252.

20          253. Defendants deny the allegations in Paragraph 253.

21          254. Defendants deny the allegations in Paragraph 254.

22          255. Defendants deny the allegations in Paragraph 255.

23          256. Defendants deny the allegations in Paragraph 256.

24          257. Defendants assert that nothing is being alleged against it in Paragraph 257  
25  
26  
27  
28

1 and therefore no response is required. To the extent that a response is deemed required,  
2 Defendants deny the allegations in Paragraph 257.

3 258. Defendants deny the allegations in Paragraph 258.

4 259. Defendants deny the allegations in Paragraph 259.

5 260. Defendants deny the allegations in Paragraph 260.

6  
7 261. Defendants are without sufficient information upon which to form an  
8 opinion as to the truth or falsity of the remaining allegations set forth in Paragraph 261  
9 of Plaintiffs' SAC and therefore any and all remaining allegations in Paragraph 261 are  
10 denied on this basis.  
11

12 262. Defendants cannot admit or deny the allegations in Paragraph 262 without  
13 context and proper definitions.

14 263. Defendants are without sufficient information upon which to form an  
15 opinion as to the truth or falsity of the remaining allegations set forth in Paragraph 263  
16 of Plaintiffs' SAC and therefore any and all remaining allegations in Paragraph 263 are  
17 denied on this basis.  
18

19 264. Defendants cannot admit or deny the allegations in Paragraph 264  
20 without an explanation of which "documents" Paragraph 264 is referring to. Further, the  
21 documents speak for themselves.  
22

23 265. Defendants deny the allegations in Paragraph 265.

24 266. Defendants deny the allegations in Paragraph 266. By way of further  
25 answer and clarification, the statutes, including legislative intent, speak for themselves.  
26

27 267. Defendants deny the allegations in Paragraph 267.

28 268. Defendants deny the allegations in Paragraph 268.

1           269. Defendants deny the allegations in Paragraph 269. By way of further  
2 explanation, A.R.S. § 39-161 speaks for itself.

3           270. Defendants deny the allegations in Paragraph 270. By way of further  
4 explanation, A.R.S. § 39-420 speaks for itself.

5           271. Defendants assert that nothing is being alleged against it in Paragraph 271  
6 and therefore no response is required. To the extent that a response is deemed required,  
7 Defendants deny the allegations in Paragraph 271.

8           272. Defendants deny the allegations in Paragraph 272.

9           273. Defendants assert that nothing is being alleged against it in Paragraph 273  
10 and therefore no response is required. To the extent that a response is deemed required,  
11 Defendants deny the allegations in Paragraph 273.

12           274. Defendants deny the allegations in Paragraph 274.

13           275. Defendants deny the allegations in Paragraph 275.

14           276. Defendants deny the allegations in Paragraph 276.

15           277. Defendants deny the allegations in Paragraph 277.

16           278. Defendants deny the allegations in Paragraph 278.

17           279. Defendants deny the allegations in Paragraph 279.

18           280. Defendants deny the allegations in Paragraph 280.

19           281. The allegations in Paragraph 281 are legal conclusions and no response is  
20 required. Defendants deny any wrongdoing.

21           282. The allegations in Paragraph 282 are legal conclusions and no response is  
22 required. Defendants deny any wrongdoing.

23           283. Defendants deny the allegations in Paragraph 283.

1           284. Defendants deny the allegations in Paragraph 284.

2           285. Defendants assert that nothing is being alleged against it in Paragraph 285  
3 and therefore no response is required. To the extent that a response is deemed required,  
4 Defendants deny the allegations in Paragraph 285.

5           286. Defendants deny the allegations in Paragraph 286 as they attempt to  
6 summarize a complicated legal document. The Shared-Loss Agreement speaks for  
7 itself.  
8

9           287. Defendants deny the allegations in Paragraph 287 as they attempt to  
10 summarize a complicated legal document and its effects. The Shared-Loss Agreement  
11 speaks for itself.  
12

13           288. Defendants deny the allegations in Paragraph 288. By way of further  
14 explanation and clarification, Defendants hereby assert that insurance arguments were  
15 rejected by the Court of Appeals and therefore have no bearing on this case.  
16

17           289. Defendants deny the allegations in Paragraph 289 of Plaintiffs' SAC.

18           290. Defendants admit that the Deed of Trust excerpt is accurate. Defendants  
19 deny the remaining allegations in Paragraph 290 and hereby assert that the Deed of Trust  
20 speaks for itself.  
21

22           291. Defendants deny the allegations in Paragraph 291.

23                           **DEFENDANTS' AFFIRMATIVE DEFENSES**

24           Defendants hereby assert the following affirmative defenses, subject to  
25 supplementation with all rights reserved:  
26

27                           **FIRST AFFIRMATIVE DEFENSE**

28   (Failure to State a Claim)



1 Plaintiff fails to state a claim for which relief can be granted.

2 SECOND AFFIRMATIVE DEFENSE

3 (No Loss)

4 Answering Defendants are informed and believe, and upon such information and  
5 belief allege, that Plaintiff has suffered no loss.  
6

7 THIRD AFFIRMATIVE DEFENSE

8 (Statute Of Limitations)

9 Answering Defendants are informed and believe, and upon such information and  
10 belief allege, that Plaintiff's causes of action are barred by the applicable Statute of  
11 Limitations.  
12

13 FOURTH AFFIRMATIVE DEFENSE

14 (Plaintiff's Acts or Omissions)

15 Plaintiff's damages, if any, were caused by Plaintiff's own acts or omissions,  
16 including but not limited to defaulting on his obligation to pay the loan.  
17

18 FIFTH AFFIRMATIVE DEFENSE

19 (Limits of Statutory Definitions)

20 The Parties and acts complained of in this lawsuit do not meet the definitions set  
21 forth in the applicable statutes sued hereunder and therefore no liability for any  
22 purported violation can be imposed on Defendants.  
23

24 SIXTH AFFIRMATIVE DEFENSE

25 (Conformance with Contracts and Applicable Law)

26 Defendants' conduct or activity as alleged in the SAC conformed to all applicable  
27 contracts, statutes, codes, regulations at all times relevant herein.  
28



ELEVENTH AFFIRMATIVE DEFENSE

(Good Faith)

At all relevant times to this matter, Defendants have acted in good faith.

TWELFTH AFFIRMATIVE DEFENSE

(Privilege)

Defendants' alleged acts and omissions, if any, respecting the subject matter alleged in Plaintiff's SAC, were undertaken in good faith with the absence of the intent, malicious or otherwise, to injure Plaintiff, and constitute lawful, proper and justified means to further the contractual interests and business purposes of Defendants. Any purported alleged conduct of Defendants, or employees, agents or individuals acting on Defendants' behalf, is subject to a qualified privilege and Defendants were justified in engaging in the conduct attributable to them.

THIRTEENTH AFFIRMATIVE DEFENSE

(Lack of Standing)

Plaintiff lacks standing to assert one or more claims alleged in his SAC.

FOURTEENTH AFFIRMATIVE DEFENSE

(No Damages)

Plaintiff suffered no harm or damage from the alleged conduct by Defendants and Plaintiff is therefore not entitled to any award of damages, attorneys' fees, or costs.

FIFTEENTH AFFIRMATIVE DEFENSE

(Condition Precedent)

Defendants affirmatively assert that Plaintiff is barred from recovery because of the failure of a condition precedent or occurrence of a condition subsequent.

SIXTEENTH AFFIRMATIVE DEFENSE

(A.R.S. § 33-420)

Defendants affirmatively assert all defenses set forth in A.R.S. § 33-420, including defenses as set forth in applicable Arizona case law interpreting A.R.S. § 33-420 and related statutes.

SEVENTEENTH AFFIRMATIVE DEFENSE

(A.R.S. § 39-161)

Defendants affirmatively assert all defenses set forth in A.R.S. § 39-161, including defenses as set forth in applicable Arizona case law interpreting A.R.S. § 39-161 and related statutes.

EIGHTEENTH AFFIRMATIVE DEFENSE

(Waiver, Estoppel, Laches or Voluntary Payment Doctrine)

Plaintiff's causes of action are barred by one or more of the doctrines of waiver, estoppel, laches and/or voluntary payment.

NINETEENTH AFFIRMATIVE DEFENSE

(Unclean Hands)

Plaintiff's SAC and causes of action alleged therein is barred to the extent it is determined that Plaintiff comes to this Court with unclean hands.

TWENTIETH AFFIRMATIVE DEFENSE

(Failure of Consideration, Performance, and/or Breach by Plaintiff)

To the extent that an agreement is the subject of Plaintiff's Complaint, upon information and belief Plaintiff failed to provide required consideration, failed to

1 perform her duties thereunder, and/or breached the terms thereof. By reason of such  
2 failure and/or breach, any further obligations of Defendants are discharged.

3 TWENTY-FIRST AFFIRMATIVE DEFENSE

4 (No Duty)

5 Defendants owed no duty to Plaintiff concerning the alleged acts, omissions or  
6 causes of action claimed by Plaintiff.

8 TWENTY-SECOND AFFIRMATIVE DEFENSE

9 (Acts of Third Party)

10 Defendants are not liable for the acts, omissions, or conduct of other persons or  
11 entities not authorized to act on behalf of Defendants and are not liable for the acts,  
12 omissions, or conduct of their agents who exceeded the scope of their authority.

14 TWENTY-THIRD AFFIRMATIVE DEFENSE

15 (Public Policy)

16 Defendants' actions and omissions, if any, respecting the subject matters in the  
17 alleged causes of action, and each of them, constitute lawful, proper and justified means  
18 to further the business purposes of Defendants protected and justified by public policy.  
19 Plaintiff's recovery from Defendants, if any, is barred by public policy.

21 TWENTY-FOURTH AFFIRMATIVE DEFENSE

22 (Excuse for Non-Performance)

23 Any and all alleged non-performance by Defendants of any contract or agreement  
24 alleged in Plaintiff's Complaint was excused and/or prevented by the actions of and  
25 material breaches caused by Plaintiff's failure to satisfy conditions precedent.

26 TWENTY-FIFTH AFFIRMATIVE DEFENSE

(Performance)

Defendants fully performed any and all contractual, statutory, or equitable duties or actions required, except for those duties that may have been discharged or excused from performance.

TWENTY-SIXTH AFFIRMATIVE DEFENSE

(Ratification and/or Consent)

Upon information and belief, Plaintiff through her acquiescence, agreement, words, actions, and/or consent, ratified and/or consented to the alleged acts, omissions, or manifestations, if any, by Defendants for which Plaintiff seeks recovery. As a result, Plaintiff is barred from recovery to the extent thereof.

TWENTY-SEVENTH AFFIRMATIVE DEFENSE

(Privilege and/or Lawful Action)

Upon information and belief, as a creditor, mortgagee, and/or servicer of the loan interest, the applicable Defendants' conduct was and is subject to privilege pursuant to the terms and conditions of the Note, Deed of Trust, and any agreements incident thereto. Any injury or recovery sought by Plaintiff herein was the result of a lawful effort of Defendants to exercise their contractual and legal rights.

TWENTY-EIGHTH AFFIRMATIVE DEFENSE

(Justification)

Upon information and belief, the acts or omissions complained of by Plaintiff against Defendants were justified.

TWENTY-NINTH AFFIRMATIVE DEFENSE

(Comparative Fault and/or Contributory Negligence)

1 The matters complained of in the Complaint were upon information and belief  
2 proximately caused, in whole or in part, by the negligence of Plaintiff and/or third  
3 parties. To the extent there is any right to recovery herein by Plaintiff, which is expressly  
4 denied, such recovery should be proportioned to such comparative fault and/or  
5 contributory negligence.  
6

7 THIRTIETH AFFIRMATIVE DEFENSE

8 (No Justifiable Reliance)

9 Defendants allege that at no time did Plaintiff or Plaintiff's agents,  
10 representatives, or predecessors in interest, justifiably rely on any promise, warranties  
11 (express or implied), or representations made by Defendants.  
12

13 THIRTY-FIRST AFFIRMATIVE DEFENSE

14 (Punitive Damages)

15 Defendants allege that punitive damages may not be awarded, as an award of  
16 punitive damages would violate the United States Constitution.  
17

18 THIRTY-SECOND AFFIRMATIVE DEFENSE

19 (No Causation)

20 Plaintiff's claims against Defendants are barred because Plaintiff's damages, if  
21 any, were not caused by Defendants.  
22

23 THIRTY-THIRD AFFIRMATIVE DEFENSE

24 (Breach of Contract)

25 Defendants allege that Plaintiff is barred from recovery, because of her breaches  
26 of contract, and by the breaches of the covenants and conditions of the contract(s)  
27  
28

1 including the covenant of good faith and fair dealing, thereby extinguishing and  
2 terminating the duties allegedly owed by Defendants.

3 THIRTY-FOURTH AFFIRMATIVE DEFENSE

4 (Fraud)

5 Defendants allege that Plaintiff is barred from relief, based on fraud by Plaintiff  
6 and/or his agents and representatives.

7 THIRTY-FIFTH AFFIRMATIVE DEFENSE

8 (Unstated Affirmative Defenses)

9 Defendants allege that at this time it has insufficient knowledge or information on  
10 which to form a belief as to whether it may have any additional, as yet unstated,  
11 affirmative defenses available. Defendants therefore reserve the right to assert  
12 additional affirmative defenses in the event that discovery and/or further investigation  
13 indicate as appropriate.

14 PRAYER FOR RELIEF

15 WHEREFORE, Defendants pray for judgment as follows:

- 16 A. That Plaintiffs take nothing by way of the Second Amended Complaint, and that  
17 the Second Amended Complaint be dismissed, with prejudice;
- 18 B. That Defendants be awarded their attorneys' fees and costs pursuant to A.R.S. §  
19 12-341, 12-341.01, and any other legal authority which shall be set forth in  
20 Defendants' application for attorneys' fees;
- 21 C. That Defendants be awarded such other and further relief that the Court deems  
22 just and proper pursuant to this Answer.



**COUNTERCLAIM AND THIRD-PARTY COMPLAINT OF DEUTSCHE BANK**

**AS TRUSTEE**

Pursuant to Federal Rules of Civil Procedure 13 and 14, Counterclaimant and Third-Party Plaintiff, Deutsche Bank as Trustee, for its counterclaim against Katrina Perkins Steinberger, as Personal Representative and Executor of the Estate of Charles A. Perkins, deceased and Katrina Perkins Steinberger (aka Katrina Perkins aka Katrina Maderios), an unmarried woman, individually (“Counterdefendants”), and for its third-party complaint against Saguaro Desert Trust; Katrina Perkins Steinberger, as Executive Trustee of Saguaro Desert Trust; M&I Marshall & Illsley Bank, a Wisconsin Banking Corporation; Quality Loan Service Corporation, a California Corporation; Rancho Alta Vida Homeowners’ Association, Inc.; Unknown Heirs and Devisees of Charles A. Perkins, deceased and Doe Individuals or Entities 1-10 (“Third-Party Defendants”), hereby alleges and states as follows:

**Parties and Jurisdiction**

1. This Court has jurisdiction pursuant to 28 U.S.C. § 1332 and 28 U.S.C. § 1441 as there is complete diversity of citizenship and the amount in controversy exceeds \$75,001.01, as more fully set forth in Defendant Ocwen Loan Servicing, LLC’s Petition for Removal (doc. 1).

2. Since diversity jurisdiction existed at the time this action was filed, supplemental jurisdiction exists as to third parties joined by defendant on claims arising out of the same transaction or occurrence regardless of diversity or amount in controversy. 28 U.S.C. 1367(b); *Hill v. Roller*, 615 F.2d 886, 889 (9<sup>th</sup> Cir. 1980).

1           3.     At all times relevant to this counterclaim and third-party complaint,  
2 Deutsche Bank as Trustee is and was a national banking association doing business in  
3 Maricopa County, Arizona as a limited purpose mortgage-backed security trust.  
4 Deutsche Bank as Trustee was organized under the laws of the United States to carry on  
5 the business of a limited purpose trust company. Deutsche Bank National Trust  
6 Company's main office is in Los Angeles, California. Deutsche Bank as Trustee'  
7 principal office of trust administration is located in Santa Ana, California. Deutsche  
8 Bank National Trust Company is domiciled in the State of California.  
9

10           4.     At all times relevant to this counterclaim and third-party complaint,  
11 counterdefendant Katrina Perkins Steinberger, as Personal Representative and Executor  
12 of the Estate of Charles A. Perkins, deceased, was a resident of Maricopa County,  
13 Arizona.  
14

15           5.     At all times relevant to this counterclaim and third-party complaint,  
16 counterdefendant Katrina Perkins Steinberger (aka Katrina Perkins aka Katrina  
17 Maderios), an unmarried woman, individually, was a resident of Maricopa County,  
18 Arizona.  
19

20           6.     At all times relevant to this counterclaim and third-party complaint, third-  
21 party defendant Saguaro Desert Trust and Katrina Perkins Steinberger, as Personal  
22 Representative and Executive Trustee of Saguaro Desert Trust were residents of  
23 Maricopa County, Arizona.  
24

25           7.     At all times relevant to this counterclaim and third-party complaint, third-  
26 party defendant M&I Marshall & Illsley Bank is and was a Wisconsin Banking  
27  
28

1 Corporation, authorized to do business in Arizona and doing business in Maricopa  
2 County, Arizona.

3 8. At all times relevant to this counterclaim and third-party complaint, third-  
4 party defendant Quality Loan Service Corporation is and was a California Corporation,  
5 authorized to do business and doing business in Maricopa County, Arizona.  
6

7 9. At all times relevant to this counterclaim and third-party complaint, third-  
8 party defendant Rancho Alta Vida Homeowners' Association is and was an Arizona  
9 non-profit corporation, with its principal place of business in Maricopa County, Arizona.  
10

11 10. The true names and capacities of third-party defendants identified herein  
12 as "Unknown Heirs and Devisees of Charles A. Perkins, deceased" and "Doe  
13 Individuals or Entities 1-10," whether individual, corporation, partnership, association,  
14 or otherwise are unknown to Deutsche Bank as Trustee at this time and, as such, are  
15 sued under fictitious names. When Deutsche Bank as Trustee learns the true names and  
16 capacities of the Unknown Heirs and Doe Individuals or Entities, it will include their  
17 true names and capacities as if originally named herein. Deutsche Bank as Trustee is  
18 informed and believes that each of these unnamed entities may be liable for the actions  
19 or events alleged in this lawsuit. Their true names will be substituted if and when they  
20 become known through the course of discovery.  
21  
22

23 11. The documents subject to this counterclaim and third-party complaint were  
24 executed in the County of Maricopa and State of Arizona, are subject to the laws of  
25 Arizona, and the real property that is the subject of this Complaint is situated in  
26 Maricopa County, Arizona.  
27  
28



1           17.    The Deed of Trust granted IndyMac Bank a security interest in certain real  
2 property identified in the Deed of Trust as 9927 North 47<sup>th</sup> Place, Phoenix, Arizona  
3 85028 (“Property”) and legally described in the Deed of Trust as:

4                   Lot 80, RANCHO ALTA VIDA, a subdivision recorded in Book 174 of  
5  
6 Maps, page 10, records of Maricopa County, Arizona

7           18.    The Deed of Trust sets forth Mortgage Electronic Registration Systems,  
8 Inc. as the nominee beneficiary under the Deed of Trust for Lender and Lender’s  
9 successors and assigns.

10           19.   On May 25, 2010, an Assignment of Deed of Trust, was executed and  
11  
12 subsequently recorded on June 2, 2010, as instrument number 20100470443. A copy of  
13 the Assignment of Deed of Trust is attached hereto as **Exhibit 3**.

14           20.   Deutsche Bank as Trustee is the lawful owner and holder of the Loan  
15 Documents.  
16

17           21.   Deutsche Bank as Trustee is currently in possession of the “wet-ink”  
18 original signature Note and Deed of Trust in this action.

19           22.   The Note is endorsed in blank by the originator of the Loan Documents,  
20 IndyMac Bank, F.S.B.  
21

22           23.   The Deed of Trust created a first-position lien against the Property.

23           24.   Pursuant to the terms of the Loan Documents, Charles Perkins (deceased)  
24 agreed to pay the principal sum of \$532,000, together with interest, fees and costs, as set  
25 forth more fully in the Note.  
26

27           25.   Paragraph 7(B) of the Note states: “If I do not pay the full amount of each  
28 monthly payment on the date it is due, I will be in default.”

1           26. Paragraph 22 of the Deed of Trust states that if the Borrower is in default,  
2 “Lender at its option may require immediate payment in full of all sums secured by this  
3 Security Instrument without further demand and may invoke the power of sale and any  
4 other remedies provided by Applicable Law.”

5  
6           27. The Note and Deed of Trust are in default because of nonpayment (“the  
7 Default”). Because of nonpayment, and pursuant to the Note and Deed of Trust,  
8 Deutsche Bank as Trustee has declared the entire principal balance of the Note and Deed  
9 of Trust, together with interest thereon, and all other costs and charges to be  
10 immediately due and payable.

11  
12           28. Upon information and belief, default has occurred pursuant to other  
13 provisions of the Loan Documents as well as nonpayment.

14           29. The Default has left the minimum principal balance owing of \$576,109.56,  
15 together with accrued interest through April 3, 2015 in the minimum sum of  
16 \$121,265.40 (interest continues to accrue at the rate of \$50.84967 per diem).

17  
18           30. In addition, as of March 9, 2015, late charges have accrued in the sum of  
19 \$8,659.34.

20  
21           31. As a result of the Default, Deutsche Bank as Trustee has expended and  
22 will continue to expend sums for taxes and other escrow advances, and as of March 9,  
23 2015 these expenses are \$27,107.94.

24           32. Deutsche Bank as Trustee has obtained a real estate litigation guarantee at  
25 a cost of \$1,331.00, and has been obliged to employ counsel to prosecute this action.  
26 Pursuant to the terms of the Loan Documents, Deutsche Bank as Trustee is entitled to  
27 receive its costs herein and reasonable attorneys’ fees for its counsel herein. Deutsche  
28

1 Bank as Trustee may advance further sums during the pendency of this action for taxes,  
2 insurance premiums, costs of this action and the receivership proceedings and other  
3 expenses or costs permitted under the terms of the Loan Documents and applicable  
4 Arizona statutes.

5           33. Interest, fees and costs continue to accrue until paid.

6           34. All of the amounts referenced herein are secured by the Deed of Trust.

7           35. Deutsche Bank as Trustee, upon information and belief, hereby asserts that  
8 all counterdefendants and third-party defendants named herein claim or assert, or in the  
9 future will claim or assert, some right, title, interest, estate or lien in or to the Property or  
10 some part thereof. If any such right, title interest, estate or lien exists, the same is  
11 subsequent, subordinate and inferior to the rights and lien of Deutsche Bank as Trustee.

12           36. Pursuant to the litigation guarantee secured by Deutsche Bank as Trustee,  
13 counterdefendant Katrina Perkins Steinberger, as Personal Representative and Executor  
14 of the Estate of Charles A. Perkins, deceased, claims, or may claim, some right, title,  
15 claim, lien or interest in and to the Property. If any such right, title interest, estate or lien  
16 exists, the same is subsequent, subordinate and inferior to the rights and lien of Deutsche  
17 Bank as Trustee.

18           37. Pursuant to the litigation guarantee secured by Deutsche Bank as Trustee,  
19 third-party defendant Saguaro Desert Trust claims, or may claim, some right, title, claim,  
20 lien or interest in and to the Property. If any such right, title interest, estate or lien  
21 exists, the same is subsequent, subordinate and inferior to the rights and lien of Deutsche  
22 Bank as Trustee.

1           38. Pursuant to the litigation guarantee secured by Deutsche Bank as Trustee,  
2 unnamed third-party defendants “Heirs and Devisees of Charles A. Perkins, deceased”  
3 may claim some right, title, claim, lien or interest in and to the Property. If any such  
4 right, title interest, estate or lien exists, the same is subsequent, subordinate and inferior  
5 to the rights and lien of Deutsche Bank as Trustee.  
6

7           39. Pursuant to the litigation guarantee secured by Deutsche Bank as Trustee,  
8 third-party defendant Katrina A. Perkins, Executive Trustee of Saguaro Desert Trust,  
9 claims, or may claim, some right, title, claim, lien or interest in and to the Property. If  
10 any such right, title interest, estate or lien exists, the same is subsequent, subordinate and  
11 inferior to the rights and lien of Deutsche Bank as Trustee.  
12

13           40. Pursuant to the litigation guarantee secured by Deutsche Bank as Trustee,  
14 counterdefendant Katrina Perkins Steinberger (aka Katrina Perkins aka Katrina  
15 Maderios), an unmarried woman, individually, claims, or may claim, some right, title,  
16 claim, lien or interest in and to the Property. If any such right, title interest, estate or lien  
17 exists, the same is subsequent, subordinate and inferior to the rights and lien of Deutsche  
18 Bank as Trustee.  
19

20           41. Pursuant to the litigation guarantee secured by Deutsche Bank as Trustee,  
21 third-party defendant M&I Marshall & Ilsley Bank claims, or may claim, some right,  
22 title, claim, lien or interest in and to the Property. If any such right, title interest, estate  
23 or lien exists, the same is subsequent, subordinate and inferior to the rights and lien of  
24 Deutsche Bank as Trustee.  
25  
26

27           42. Pursuant to the litigation guarantee secured by Deutsche Bank as Trustee,  
28 third-party defendant Quality Loan Service Corporation, a California corporation,



1 claims, or may claim, some right, title, claim, lien or interest in and to the Property. If  
2 any such right, title interest, estate or lien exists, the same is subsequent, subordinate and  
3 inferior to the rights and lien of Deutsche Bank as Trustee.

4 43. Pursuant to the litigation guarantee secured by Deutsche Bank as Trustee,  
5 third-party defendant Rancho Alto Vida Homeowners Association, Inc., claims, or may  
6 claim, some right, title, claim, lien or interest in and to the Property. If any such right,  
7 title interest, estate or lien exists, the same is subsequent, subordinate and inferior to the  
8 rights and lien of Deutsche Bank as Trustee.  
9

10  
11 **Count I**  
12 **(Judicial Foreclosure)**

13 44. Deutsche Bank as Trustee re-alleges and incorporates herein paragraphs 1-  
14 43 as if fully set forth herein.

15 45. Pursuant to A.R.S. § 33-807(B), Deutsche Bank as Trustee elects to file  
16 the subject action to foreclose the Deed of Trust.

17 46. The Note and Deed of Trust are in default because of nonpayment (“the  
18 Default”). Because of nonpayment, and pursuant to the Note and Deed of Trust,  
19 Deutsche Bank as Trustee has declared the entire principal balance of the Note and Deed  
20 of Trust, together with interest thereon, and all other costs and charges to be  
21 immediately due and payable.  
22

23 47. Upon information and belief, default has occurred pursuant to other  
24 provisions of the Loan Documents as well as nonpayment.  
25

26 48. The Loan Documents provide that in the event of default due to  
27 nonpayment of any installment of principal or interest, or in the performance of any  
28

obligation, covenant, promise, or agreement set forth in the Loan Documents, the Note Holder may, at its election, declare the entire amount owed to be immediately due and payable, which Deutsche Bank as Trustee has done.

49. The Loan Documents further provide that, in the event of breach, and in the event an action is instituted for any sum due and owing, Deutsche Bank as Trustee shall be entitled to its reasonable attorneys' fees and costs.

50. The following amounts are due and owing as of March 9, 2015:

<b>Principal</b>	<b>\$576,109.56</b>
<b>Interest</b>	<b>\$121,265.40</b>
<b>Escrow Advance</b>	<b>\$27,107.94</b>
<b>Late Charges</b>	<b>\$8,659.34</b>
<b>Other Amounts</b>	<b>\$8,053.34</b>
<b>Suspense Credit</b>	<b>(\$1,906.00)</b>
<b>Total:<sup>10</sup></b>	<b>\$739,289.58</b>

51. Deutsche Bank as Trustee has performed all of the terms and conditions on its part required to be performed pursuant to the Loan Documents.

52. This counterclaim and third-party complaint arise out of contract, and therefore Deutsche Bank as Trustee is entitled to recover its reasonable attorneys' fees pursuant to the Loan Documents and A.R.S. § 12-341.01.

### **PRAYER FOR RELIEF**

WHEREFORE, Deutsche Bank as Trustee prays for judgment as follows:

A. Against Katrina Perkins Steinberger, as Personal Representative and Executor of the Estate of Charles A. Perkins, deceased, and individually, for the principal sum of \$576,109.56, together with interest thereon through April 3, 2015 in the

---

<sup>10</sup> Not including attorneys' fees and related legal costs.

1 amount of \$121,265.40, together with interest accruing thereafter at the rate of 3.18%  
2 per annum, until paid, and any amounts Deutsche Bank as Trustee may expend for the  
3 payment of prior liens, taxes, insurance or assessments, escrow advances, accrued and  
4 accruing late charges prior to the entry of judgment, and any sums Deutsche Bank as  
5 Trustee may expend for repairs to, or other costs for the protection of the Property prior  
6 to the entry of judgment, plus amounts expended for the litigation guarantee, foreclosure  
7 search and bring down endorsement, and a reasonable sum for attorneys' fees and costs  
8 of suit (pursuant to the Loan Documents, A.R.S. § 12-341.01 and A.R.S. § 12-341). In  
9 the event this matter is decided by default, Deutsche Bank as Trustee alleges that  
10 \$10,000.00 is a reasonable fee for its attorneys' fees in the prosecution of this  
11 counterclaim and third-party complaint.  
12  
13

14 B. That the Deed of Trust be adjudged to be a valid and existing first and  
15 prior lien upon the Property as security for payment of the amounts demanded in  
16 Paragraph A, that the lien of the Deed of Trust upon the Property be foreclosed, and that  
17 the Court's usual decree be made for the sale of the Property by the Sheriff of Maricopa  
18 County.  
19

20 C. That the Deed of Trust be adjudged and declared to be a superior lien upon  
21 the Property and is prior and superior to any right, title, interest, lien, equity or estate of  
22 any counterdefendant or third-party defendant named herein.  
23

24 D. That the proceeds of the sale be applied first to the costs and expenses of  
25 the sale, and then to the amounts due to Deutsche Bank as Trustee as prayed for in  
26 Paragraph A.  
27  
28

1           E.     That Deutsche Bank as Trustee, or any other party to this suit, may be the  
2 purchaser of the Property at the sale, that the Sheriff shall execute and deliver to the  
3 purchaser a certificate of sale and deed as provided by law, and that the purchaser be  
4 given possession of the Property upon production of the Sheriff's deed thereof.

5  
6           F.     That Deutsche Bank as Trustee may be authorized to bid at the sale, and in  
7 the event Deutsche Bank as Trustee is the successful bidder, Deutsche Bank as Trustee  
8 may apply all or any part of its judgment in payment of the purchase price.

9  
10          G.     That the Court foreclose the interests of Counterdefendants and Third-  
11 Party Defendants, and all persons claiming under them, and forever barring  
12 Counterdefendants and Third-Party Defendants from any or all right, title, claim, interest  
13 or lien in and to the Property or with respect thereto, except such rights of redemption as  
14 they may have by law.

15  
16          H.     Declaring that the redemption period is thirty (30) days, in accordance  
17 with A.R.S. 12-1282, as amended, if the Court determines that the Property is not now  
18 and has not been used at any time pertinent hereto primarily for agricultural or grazing  
19 purposes and has been abandoned; otherwise, for a determination that the redemption  
20 period is six (6) months.

21  
22          I.     Immediately vesting possession of the Property in Deutsche Bank as  
23 Trustee following the sale if Deutsche Bank as Trustee elects to take possession of the  
24 Property.

Dated: March 23, 2015

**HOUSER & ALLISON, APC**

s/ Solomon S. Krotzer

Robert W. Norman, Esq.

Solomon S. Krotzer, Esq.

HOUSER & ALLISON

A Professional Corporation

2929 N. Central Ave., Suite 1560

Phoenix, Arizona 85012

Attorneys for Defendants Ocwen Loan  
Servicing, LLC, Mortgage Electronic  
Registration Systems, Inc., OneWest Bank,  
N.A. and Defendant/Counterclaimant/Third-  
Party Plaintiff Deutsche Bank National Trust  
Company As Trustee For Indymac Indx  
Mortgage Loan Trust 2005-AR14, Mortgage  
Pass-Through Certificates Series 2005-AR14

**CERTIFICATE OF SERVICE**

☒ I hereby certify that on March 23, 2015, I served the attached document by U.S.  
First Class Mail on the following:

Barbara J. Forde  
BARBARA J. FORDE, P.C.  
20247 N. 86<sup>th</sup> Street  
Scottsdale, AZ 85255  
[barbarajforde@gmail.com](mailto:barbarajforde@gmail.com)  
Attorney for Plaintiff

s/ Paige R. Kleinwolverink  
Paige R. Kleinwolverink